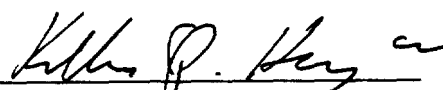


Sprint's provision of service to Complainant because of Complainant's credit history, credit score, or history of nonpayments or late payments to Sprint.

Dated: July 18, 2001

Respectfully submitted,

DICKSTEIN SHAPIRO MORIN
& OSHINSKY LLP
2101 L Street, N.W.
Washington, D.C. 20037-1526
(202) 785-9700
Attorneys for Complainant

By: 
Albert H. Kramer
Katherine J. Henry

CERTIFICATE OF SERVICE

I hereby certify that on July 18, 2001, a copy of the foregoing Complainant's First Set of Requests for Admission of Facts and the Genuineness of Documents was served by facsimile and first-class mail, postage prepaid, on Rikke Davis, Esq., Sprint Corporation, 401 9th Street, NW, Suite 400, Washington, DC 20004, and on Mary Sisak, Esq., and Robert Jackson, Esq., Blooston, Mordkowsky, Dickens, Duffy & Prendergast, 2120 L Street, NW, Suite 300, Washington, DC 20037, and by first-class mail, postage prepaid, on the following parties:

The Honorable Arthur I. Steinberg
Administrative Law Judge
Federal Communications Commission
445 12th Street, SW
Room 1-C861
Washington, DC 20554

Magalie Roman Salas, Secretary
Office of the Commission Secretary
Federal Communications Commission
445 12th Street, SW, Room TW-B204
Washington, D.C. 20554
(Original and Three Copies)

Tejal Mehta, Esquire
Federal Communications Commission
Market Disputes Resolution Division
Enforcement Bureau
445 12th Street, SW
Washington, D.C. 20554

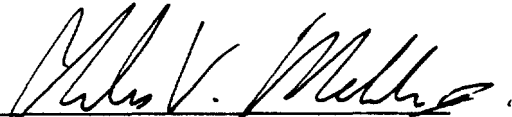
David H. Solomon, Chief
Enforcement Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Michael Thompson, Esquire
Wright & Talisman, P.C.
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Arlington, VA 22201

John M. Goodman, Esq.
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1300 I Street, NW, 400W
Washington, DC 20005

William A. Brown, Esquire
Davida M. Grant, Esquire
Southwestern Bell Telephone Company
1401 I Street, NW, Suite 1100
Washington, D.C. 20005


Charles V. Mehler III

Sprint QA Report

LEC	Effective_Date	State	Rate_Per_Month
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Sprint Local Telephone Companies

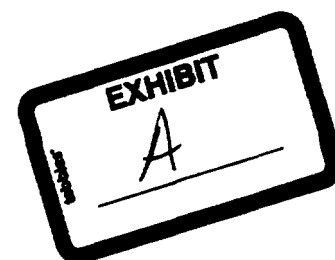
12/25/1995

Florida	\$6.00
Illinois	\$5.56
Indiana	\$6.00
Kansas	\$6.00
Minnesota	\$6.00
Missouri	\$6.00
Nebraska	\$6.00
Nevada	\$3.46
New Jersey	\$6.00
North Carolina	\$6.00
Ohio	\$6.00
Oregon	\$6.00
Pennsylvania	\$5.84
South Carolina	\$6.00
Tennessee	\$5.64
Texas	\$6.00
Virginia	\$6.00
Washington	\$6.00
Wyoming	\$6.00

04/01/1997

Florida	\$6.00
Illinois	\$5.50
Indiana	\$5.98
Kansas	\$6.00
Minnesota	\$6.00
Missouri	\$6.00
Nebraska	\$6.00
Nevada	\$3.46
New Jersey	\$5.95
North Carolina	\$5.98
Ohio	\$5.97
Oregon	\$6.00
Pennsylvania	\$5.79
South Carolina	\$6.00
Tennessee	\$5.59
Texas	\$6.00
Virginia	\$6.00
Washington	\$6.00
Wyoming	\$6.00

07/01/1997



United QA Report

LEC	Effective_Date	State	Rate_Per_Month
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United

01/01/1987

Arkansas	\$6.00
Florida	\$6.00
Indiana	\$6.00
Iowa	\$6.00
Kansas	\$6.00
Minnesota	\$5.49
Missouri	\$6.00
Nebraska	\$6.00
New Jersey	\$6.00
North Carolina	\$5.17
Ohio	\$5.59
Oregon	\$6.00
Pennsylvania	\$4.31
South Carolina	\$6.00
Tennessee	\$5.21
Texas	\$6.00
Virginia	\$6.00
Washington	\$6.00
Wyoming	\$6.00

01/21/1987

Arkansas	\$6.00
Florida	\$6.00
Indiana	\$6.00
Iowa	\$6.00
Kansas	\$6.00
Minnesota	\$5.49
Missouri	\$6.00
Nebraska	\$6.00
New Jersey	\$6.00
North Carolina	\$5.17
Ohio	\$5.59
Oregon	\$6.00
Pennsylvania	\$4.31
South Carolina	\$6.00
Tennessee	\$5.21
Texas	\$6.00
Virginia	\$6.00
Washington	\$6.00
Wyoming	\$6.00

01/01/1988

LEC	Effective_Date	State	Rate_Per_Month
		Arkansas	\$6.00
		Florida	\$6.00
		Indiana	\$6.00
		Iowa	\$5.33
		Kansas	\$6.00
		Minnesota	\$5.30
		Missouri	\$6.00
		Nebraska	\$6.00
		New Jersey	\$6.00
		North Carolina	\$5.09
		Ohio	\$5.47
		Oregon	\$6.00
		Pennsylvania	\$3.96
		South Carolina	\$6.00
		Tennessee	\$5.28
		Texas	\$6.00
		Virginia	\$6.00
		Washington	\$6.00
		Wyoming	\$6.00
	<u>05/01/1988</u>		
		Arkansas	\$6.00
		Florida	\$6.00
		Indiana	\$6.00
		Iowa	\$5.33
		Kansas	\$6.00
		Minnesota	\$5.30
		Missouri	\$6.00
		Nebraska	\$6.00
		New Jersey	\$6.00
		North Carolina	\$5.09
		Ohio	\$5.47
		Oregon	\$6.00
		Pennsylvania	\$3.96
		South Carolina	\$6.00
		Tennessee	\$5.28
		Texas	\$6.00
		Virginia	\$6.00
		Washington	\$6.00
		Wyoming	\$6.00
	<u>04/01/1989</u>		
		Arkansas	\$5.69
		Florida	\$6.00
		Indiana	\$6.00
		Iowa	\$4.66
		Kansas	\$6.00

LEC	Effective_Date	State	Rate_Per_Month
		Minnesota	\$5.20
		Missouri	\$6.00
		Nebraska	\$6.00
		New Jersey	\$6.00
		North Carolina	\$5.89
		Ohio	\$5.24
		Oregon	\$6.00
		Pennsylvania	\$4.21
		South Carolina	\$6.00
		Tennessee	\$5.09
		Texas	\$6.00
		Virginia	\$5.99
		Washington	\$6.00
		Wyoming	\$6.00
	<u>07/01/1989</u>		
		Florida	\$6.00
		Indiana	\$6.00
		Kansas	\$6.00
		Minnesota	\$5.20
		Missouri	\$6.00
		Nebraska	\$6.00
		New Jersey	\$6.00
		North Carolina	\$5.89
		Ohio	\$5.24
		Oregon	\$6.00
		Pennsylvania	\$4.21
		South Carolina	\$6.00
		Tennessee	\$5.09
		Texas	\$6.00
		Virginia	\$5.99
		Washington	\$6.00
		Wyoming	\$6.00
	<u>08/01/1989</u>		
		Florida	\$6.00
		Indiana	\$6.00
		Kansas	\$6.00
		Minnesota	\$5.20
		Missouri	\$6.00
		Nebraska	\$6.00
		New Jersey	\$6.00
		North Carolina	\$5.57
		Ohio	\$5.08
		Oregon	\$6.00
		Pennsylvania	\$4.18
		South Carolina	\$6.00

LEC	Effective_Date	State	Rate_Per_Month
		Tennessee	\$5.04
		Texas	\$6.00
		Virginia	\$6.00
		Washington	\$6.00
		Wyoming	\$6.00
	01/01/1990		
		Florida	\$6.00
		Indiana	\$6.00
		Kansas	\$6.00
		Minnesota	\$5.67
		Missouri	\$6.00
		Nebraska	\$6.00
		New Jersey	\$6.00
		North Carolina	\$5.63
		Ohio	\$5.35
		Oregon	\$6.00
		Pennsylvania	\$4.34
		South Carolina	\$6.00
		Tennessee	\$4.93
		Texas	\$6.00
		Virginia	\$6.00
		Washington	\$6.00
		Wyoming	\$6.00
	02/15/1990		
		Florida	\$6.00
		Indiana	\$6.00
		Kansas	\$6.00
		Minnesota	\$6.00
		Missouri	\$6.00
		Nebraska	\$6.00
		New Jersey	\$6.00
		North Carolina	\$5.63
		Ohio	\$5.61
		Oregon	\$6.00
		Pennsylvania	\$4.34
		South Carolina	\$6.00
		Tennessee	\$4.93
		Texas	\$6.00
		Virginia	\$6.00
		Washington	\$6.00
		Wyoming	\$6.00
	07/01/1990		
		Florida	\$6.00
		Indiana	\$6.00

LEC	Effective_Date	State	Rate_Per_Month
		Kansas	\$6.00
		Minnesota	\$6.00
		Missouri	\$6.00
		Nebraska	\$6.00
		New Jersey	\$6.00
		North Carolina	\$5.67
		Ohio	\$5.81
		Oregon	\$6.00
		Pennsylvania	\$4.50
		South Carolina	\$6.00
		Tennessee	\$5.05
		Texas	\$6.00
		Virginia	\$6.00
		Washington	\$6.00
		Wyoming	\$6.00
	10/24/1990		
		Florida	\$6.00
		Indiana	\$6.00
		Kansas	\$6.00
		Minnesota	\$6.00
		Missouri	\$6.00
		Nebraska	\$6.00
		New Jersey	\$6.00
		North Carolina	\$5.67
		Ohio	\$5.84
		Oregon	\$6.00
		Pennsylvania	\$4.54
		South Carolina	\$6.00
		Tennessee	\$5.10
		Texas	\$6.00
		Virginia	\$6.00
		Washington	\$6.00
		Wyoming	\$6.00
	<u>01/01/1991</u>		
		Florida	\$6.00
		Indiana	\$6.00
		Kansas	\$6.00
		Minnesota	\$6.00
		Missouri	\$6.00
		Nebraska	\$6.00
		New Jersey	\$6.00
		North Carolina	\$5.56
		Ohio	\$5.74
		Oregon	\$6.00
		Pennsylvania	\$4.44

LEC	Effective_Date	State	Rate_Per_Month
		South Carolina	\$6.00
		Tennessee	\$4.95
		Texas	\$6.00
		Virginia	\$6.00
		Washington	\$6.00
		Wyoming	\$6.00
	<u>07/01/1992</u>		
		Florida	\$6.00
		Indiana	\$6.00
		Kansas	\$6.00
		Minnesota	\$6.00
		Missouri	\$6.00
		Nebraska	\$6.00
		New Jersey	\$6.00
		North Carolina	\$5.09
		Ohio	\$5.53
		Oregon	\$6.00
		Pennsylvania	\$4.90
		South Carolina	\$6.00
		Tennessee	\$5.06
		Texas	\$6.00
		Virginia	\$6.00
		Washington	\$6.00
		Wyoming	\$6.00
	<u>07/01/1993</u>		
		Florida	\$6.00
		Indiana	\$6.00
		Kansas	\$6.00
		Minnesota	\$6.00
		Missouri	\$6.00
		Nebraska	\$6.00
		New Jersey	\$6.00
		North Carolina	\$5.70
		Ohio	\$6.00
		Oregon	\$6.00
		Pennsylvania	\$5.75
		South Carolina	\$6.00
		Tennessee	\$5.62
		Texas	\$6.00
		Virginia	\$6.00
		Washington	\$6.00
		Wyoming	\$6.00
	<u>03/02/1994</u>		
		Florida	\$6.00

LEC	Effective_Date	State	Rate_Per_Month
		Illinois	\$6.00
		Indiana	\$6.00
		Kansas	\$6.00
		Minnesota	\$6.00
		Missouri	\$6.00
		Nebraska	\$6.00
		Nevada	\$3.85
		New Jersey	\$6.00
		North Carolina	\$5.70
		Ohio	\$6.00
		Oregon	\$6.00
		Pennsylvania	\$5.75
		South Carolina	\$6.00
		Tennessee	\$5.62
		Texas	\$6.00
		Virginia	\$6.00
		Washington	\$6.00
		Wyoming	\$6.00
	07/01/1994		
		Florida	\$6.00
		Illinois	\$5.90
		Indiana	\$6.00
		Kansas	\$6.00
		Minnesota	\$6.00
		Mississippi	\$6.00
		Nebraska	\$6.00
		Nevada	\$3.60
		New Jersey	\$5.94
		North Carolina	\$6.00
		Ohio	\$6.00
		Oregon	\$6.00
		Pennsylvania	\$5.65
		South Carolina	\$6.00
		Tennessee	\$5.35
		Texas	\$6.00
		Virginia	\$6.00
		Washington	\$6.00
		Wyoming	\$6.00
	03/03/1995		
		Florida	\$6.00
		Illinois	\$5.90
		Indiana	\$6.00
		Kansas	\$6.00
		Minnesota	\$6.00
		Missouri	\$6.00

LEC	Effective_Date	State	Rate_Per_Month
		Nebraska	\$6.00
		Nevada	\$3.60
		New Jersey	\$5.77
		North Carolina (Central)	\$6.00
		North Carolina (United)	\$6.00
		Ohio	\$6.00
		Oregon	\$6.00
		Pennsylvania	\$5.77
		South Carolina	\$5.65
		Tennessee	\$5.65
		Texas (Central)	\$6.00
		Texas (United)	\$6.00
		Virginia (Central)	\$6.00
		Virginia (United)	\$5.65
		Washington	\$6.00
		Wyoming	\$6.00
	08/01/1995		
		Florida	\$6.00
		Illinois	\$5.56
		Indiana	\$6.00
		Kansas	\$6.00
		Minnesota	\$6.00
		Missouri	\$6.00
		Nebraska	\$6.00
		Nevada	\$3.46
		New Jersey	\$6.00
		North Carolina (Central)	\$6.00
		North Carolina (United)	\$6.00
		Ohio	\$6.00
		Oregon	\$6.00
		Pennsylvania	\$5.84
		South Carolina	\$6.00
		Tennessee	\$5.64
		Texas (Central)	\$6.00
		Texas (United)	\$6.00
		Virginia (Central)	\$6.00
		Virginia (United)	\$6.00
		Washington	\$6.00
		Wyoming	\$6.00
	12/16/1995		
		Florida	\$6.00
		Illinois	\$5.56
		Indiana	\$6.00
		Kansas	\$6.00
		Minnesota	\$6.00

LEC	Effective_Date	State	Rate_Per_Month
		Missouri	\$6.00
		Nebraska	\$6.00
		Nevada	\$3.46
		New Jersey	\$6.00
		North Carolina	\$6.00
		Ohio	\$6.00
		Oregon	\$6.00
		Pennsylvania	\$5.84
		South Carolina	\$6.00
		Tennessee	\$5.64
		Texas	\$6.00
		Virginia	\$6.00
		Washington	\$6.00
		Wyoming	\$6.00
<u>United Inter-Mountain Telephone Company</u>			
	06/01/1986		
		Tennessee	\$3.97
		Virginia	\$4.82
<u>United Telephone Company of Florida</u>			
	06/01/1986		
		Florida	\$6.00
<u>United Telephone Company of Indiana, Inc.</u>			
	06/01/1986		
		Indiana	\$6.00
<u>United Telephone Company of Ohio</u>			
	06/01/1986		
		Ohio	\$5.27
<u>United Telephone Company of Texas, Inc</u>			
	06/01/1986		
		Texas	\$5.38
<u>United Telephone Company of the Carolinas</u>			
	06/01/1986		
		South Carolina	\$5.89
<u>United Telephone System</u>			
	06/01/1986		
		Arkansas	\$6.00
		Iowa	\$5.30
		Kansas	\$6.00
		Minnesota	\$4.84
		Missouri	\$6.00
		Nebraska	\$6.00
		Wyoming	\$6.00

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of)

C.F. Communications Corp., et. al.,)

Complainants,)

v.)

Century Telephone of Wisconsin, Inc.,)
et. al.,)

Defendants.)

EB Docket No. 01-99

File No. E-93-44

To: **Arthur I. Steinberg**
Administrative Law Judge

and

Sprint Corporation

**COMPLAINANT'S FIRST SET OF REQUESTS FOR ADMISSION OF
FACTS AND THE GENUINENESS OF DOCUMENTS**

Pursuant to Section 1.246 of the Commission's rules, 47 C.F.R. § 1.246,
Complainant requests that the Defendant in the above-referenced case admit the
truth of the following facts and the genuineness of the following documents.

INSTRUCTIONS

1. Each of the matters of which an admission is requested shall be
deemed admitted unless you serve responses within ten days from the date of service

of these Requests for Admission that are in conformity with Commission Rule 1.246.

2. If you do not specifically admit or deny the matter set forth in the request, set forth in detail the reasons why you cannot truthfully admit or deny the matter.

3. When good faith requires that you qualify your answer or deny only a part of the matter on which an admission is requested, specify so much of it as is true and qualify or deny the remainder.

4. You may not give lack of information or knowledge as a reason for your failure to admit or deny a matter unless you state that you have made reasonable inquiry and the information known or readily obtainable by you is insufficient to enable you to admit or deny the matter.

5. You may not object to a request solely on the ground that you believe the admission sought presents a genuine issue for trial or hearing, but you may, subject to the provisions of Fed. R. Civ. P. 37(c)(2), deny the matter or set forth the reasons why you cannot admit or deny it.

6. If you deny or qualify the genuineness of an attached document, you shall produce a copy of the exhibit which you attest is the true and accurate document and state why you deny or qualify the genuineness of the document.

DEFINITIONS

1. The terms “and” as well as “or” shall be construed disjunctively or conjunctively as necessary in order to bring within the scope of the request all responses which otherwise might be construed to be outside its scope.
2. The phrase “Commission definition” shall mean the definition of public and semi-public pay telephone service set forth by the Federal Communications Commission in the *First Reconsideration Order*, 97 FCC 2d at 704, n. 40 and n. 41, as clarified in the *Liability Order*, 15 FCC Rcd at 8771.
3. The terms “Complainant,” and/or “Plaintiff” shall include Ascom Communications, Inc., Ascom Holding, Inc., U.S. Communications of Westchester, Inc., and any and all predecessors or successors of these entities, as well as individuals or entities acting on behalf of these entities.
4. The term “Complaint” shall mean Plaintiff’s formal complaint filed with the Federal Communications Commission and any amendments thereto filed in this action.
5. The terms “Defendant,” “you,” “your,” “Sprint,” and/or “United Telephone Company of Pennsylvania,” shall be defined to include the Defendant, Sprint Corporation (“Sprint”), and any and all of its predecessors, successors, parents, subsidiaries, or divisions, including, but not limited to United Telephone Company of Pennsylvania, as well as any agents, attorneys, employees, or other persons acting on behalf of any of these entities.

6. The terms “director,” “officer,” “employee,” “agent,” or “representative” shall mean any individual serving as such and any individual serving at any relevant time in such capacity, even though no longer serving in such capacity.

7. The term “document(s)” or “record(s)” means all materials within the full scope of Federal Rule of Civil Procedure 34, including but not limited to: all writings and recordings, including the originals and all non-identical copies, whether different from the original by reason of any notation made on such copies or otherwise (including without limitation, correspondence, memoranda, notes, diaries, minutes, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, statements, tags, labels, invoices, brochures, periodicals, telegrams, receipts, returns, summaries, pamphlets, books, interoffice and intraoffice communications, offers, notations of any sort of conversations, working papers, applications, permits, file wrappers, indices, telephone calls, meetings or printouts, teletypes, telefax, invoices, worksheets, and all drafts, alterations, modifications, changes and amendments of any of the foregoing), graphic or aural representations of any kind (including without limitation, photographs, charts, microfiche, microfilm, videotape, recordings, motion pictures, plans, drawings), and electronic, mechanical, magnetic, optical or electric records or representations of any kind (including without limitation, computer files and programs, tapes, cassettes, discs, recordings).

8. The term “EUCL” charges shall mean end user common line charges.

9. The term “Interrogatory” or “Interrogatories” shall mean Complainant’s First Set of Interrogatories to Defendant in EB Docket No. 01-99, File No. E-93-44.

10. The terms “person” or “persons” shall mean natural persons (including those employed by the Complainant or Defendant), and any and all such person’s principals, employees, agents, attorneys, consultants, and other representatives, and shall also include any partnership, foundation, proprietorship, association, organization, or group of natural persons.

11. The term “premises” shall mean the street address of the location in which a payphone is installed. Where no street address exists for the location where the payphone is installed, “premises” shall mean the geographic location of the phone within a specific city, county, or town (i.e., “on the public right of way on the corner of 21st Street and L Street in the City of Washington, D.C. 20037”). The term “premises” does not mean the precise location where a phone is installed within a premises (i.e. “on the wall beside the rear door”).

12. The terms “relating to” and “referring to” shall be interpreted so as to encompass the scope of discovery set forth in Federal Rule of Civil Procedure 26(b)(1).

13. The term “third party” shall mean any person or entity not a party to this proceeding.

REQUESTS FOR ADMISSION

1. Admit that all the ANIs identified in your response to Interrogatory Number 3 of Complainant's First Set of Interrogatories to Defendant in the above referenced proceeding were "public" payphones under the Commission definition during the time period from 1987 through April 14, 1997.

2. Admit that you are not aware of any evidence that shows or indicates that any of the ANIs identified in your response to Interrogatory Number 3 of Complainant's First Set of Interrogatories to Defendant in the above referenced proceeding were not "public" payphones under the Commission definition during the time period from 1987 through April 14, 1997.

3. Admit that none of the ANIs identified in your response to Interrogatory Number 3 of Complainant's First Set of Interrogatories to Defendant in the above referenced proceeding subscribed to telephone service that was tariffed as "semi-public" telephone service at any point during the time period from 1987 through April 14, 1997.

4. Admit that during the time period from 1987 through April 14, 1997, you imposed EUCL charges on payphones owned and/or operated by independent payphone service providers that obtained payphone access lines from Sprint, but did not impose EUCL charges on payphones owned and/or operated by Sprint that were tariffed as "public" rather than "semi-public" telephone lines.

5. Admit that the table attached as Exhibit A accurately and completely reflects the amount of EUCL rates imposed by Sprint per payphone

access line per month in the State of Pennsylvania during the time periods set forth in the table.

6. Admit that Complainant paid all of the EUCL charges billed by Sprint on the payphone access lines subscribed to by Complainant in the State of Pennsylvania during the period from 1987 through April 14, 1997.

7. Admit that you are not aware of any evidence that shows or indicates that Complainant never paid any of the EUCL charges billed by Sprint on the payphone access lines subscribed to by Complainant in the State of Pennsylvania during the period from 1987 through April 14, 1997.

8. Admit that Complainant paid all of the EUCL charges billed by Sprint on the payphone access lines subscribed to by Complainant in the State of Pennsylvania during the time period from 1987 through April 14, 1997 on or prior to the due date.

9. Admit that you are not aware of any evidence that shows or indicates that Complainant paid, after the due date, any of the EUCL charges billed by Sprint on the payphone access lines subscribed to by Complainant in the State of Pennsylvania during the time period from 1987 through April 14, 1997.

10. Admit that none of the payphones owned and/or operated by Complainant in the State of Pennsylvania and connected to Sprint phone lines were "semi-public" payphones under the Commission definition during the time period from 1987 through April 14, 1997.

11. Admit that you are not aware of any evidence that shows or indicates that any of the payphones owned and/or operated by Complainant in the State of Pennsylvania were "semi-public" payphones under the Commission definition during the time period from 1987 through April 14, 1997.

12. Admit that none of the payphones owned and/or operated by Complainant in the State of Pennsylvania and connected to Sprint payphone access lines were subscribed to telephone service that was "semi-public" telephone service under the applicable tariff during the time period from 1987 through April 14, 1997.

13. Admit that none of the payphones owned and/or operated by Complainant in the State of Pennsylvania and connected to Sprint payphone access lines during the time period from 1987 through April 14, 1997 had extensions connected to them.

14. Admit that you are not aware of any evidence that shows or indicates that any of the payphones owned and/or operated by Complainant in the State of Pennsylvania and connected to Sprint payphone access lines during the time period from 1987 through April 14, 1997 had extensions connected to them.

15. Admit that none of the payphones owned and/or operated by Complainant in the State of Pennsylvania and connected to Sprint payphone access lines during the time period from 1987 through April 14, 1997 had directory listings assigned to them.

16. Admit that you are not aware of any evidence that shows or indicates that any of the payphones owned and/or operated by Complainant in the State of Pennsylvania and connected to Sprint payphone access lines during the time period from 1987 through April 14, 1997 had directory listings assigned to them.

17. Admit that, during the time period from 1987 through April 14, 1997, there were Sprint-owned payphones that were both (a) located within buildings or premises closed to the public for at least part of each day, and (b) subscribed to telephone service that was tariffed as "public" telephone service.

18. Admit that, during the time period from 1987 through April 14, 1997, there were Sprint-owned payphones located at gas stations that were subscribed to telephone service that was tariffed as "public" telephone service.

19. Admit that, during the time period from 1987 through April 14, 1997, there were Sprint-owned payphones located at pizza parlors that were subscribed to telephone service that was tariffed as "public" telephone service.

20. Admit that, during the time period from 1987 through April 14, 1997, there were Sprint-owned payphones located in airports that were subscribed to telephone service that was tariffed as "semi-public" telephone service.

21. Admit that, during the time period from 1987 through April 14, 1997, Sprint allowed and/or did not prohibit directory listings on the phone lines to which Sprint-owned payphones were connected, irrespective of whether such payphones were subscribed to telephone service that was tariffed as "public" or "semi-public" telephone service.

22. Admit that, during the time period from 1987 through April 14, 1997, there were Sprint-owned payphones that both (a) had directory listings assigned to them and (b) were subscribed to telephone service that was tariffed as “public” telephone service.

23. Admit that, during the time period from 1987 through April 14, 1997, there were Sprint-owned payphones that both (a) had extensions connected to them and (b) were subscribed to telephone service that was tariffed as “public” telephone service.

24. Admit that, during the time period from 1987 through April 14, 1997, there were never any Sprint-owned payphones that were subscribed to telephone service that was tariffed as “public” telephone service and for which the premises owner paid Sprint a recurring fee.

25. Admit that, during the time period from 1987 through April 14, 1997, there were Sprint-owned payphones that were both (a) located within buildings or premises closed to the public for at least part of each day and (b) “public” payphones under the Commission definition.

26. Admit that, during the time period from 1987 through April 14, 1997, there were Sprint-owned payphones located at gas stations that were “public” payphones under the Commission definition.

27. Admit that, during the time period from 1987 through April 14, 1997, there were Sprint-owned payphones located at pizza parlors that were “public” payphones under the Commission definition.

28. Admit that, during the time period from 1987 through April 14, 1997, there were Sprint-owned payphones located in airports that were “semi-public” payphones under the Commission definition.

29. Admit that, during the time period from 1987 through April 14, 1997, Sprint allowed and/or did not prohibit directory listings on the phone lines to which Sprint-owned payphones were connected, irrespective of whether such payphones were “public” or “semi-public” payphones under the Commission definition.

30. Admit that, during the time period from 1987 through April 14, 1997, there were Sprint-owned payphones that both (a) had directory listings assigned to them and (b) were “public” payphones under the Commission definition.

31. Admit that, during the time period from 1987 through April 14, 1997, there were Sprint-owned payphones that both (a) had extensions connected to them and (b) were “public” payphones under the Commission definition.

32. Admit that, during the time period from 1987 through April 14, 1997 there were never any Sprint-owned payphones that were subscribed to telephone service that was “public” under the Commission definition and for which the premises owner paid Sprint a recurring fee.

33. Admit that, during the time period from 1987 through April 14, 1997, Sprint had a business practice or policy regarding the termination and/or

suspension of telephone service for nonpayment and/or late payment of charges billed by Sprint.

34. Admit that, during the time period from April 15, 1997 through the present, Sprint had a business practice or policy regarding the termination and/or suspension of telephone service for nonpayment and/or late payment of charges billed by Sprint.

35. Admit that, during the time period from 1987 through April 14, 1997, it was Sprint's business practice or policy to terminate and/or suspend telephone service, upon appropriate notice and the expiration of the time period referenced in the applicable legal or tariff provisions relating to the termination and/or suspension of service for non-payment, if a residential or business line subscriber failed to pay the charges billed by Sprint.

36. Admit that, during the time period from 1987 through April 14, 1997, it was Sprint's business practice or policy to terminate and/or suspend telephone service, upon appropriate notice and the expiration of the time period referenced in the applicable legal or tariff provisions relating to the termination and/or suspension of service for non-payment, if an independent payphone service provider failed to pay the charges billed by Sprint.

37. Admit that, during the time period from 1987 through April 14, 1997, it was Sprint's business practice or policy to terminate and/or suspend telephone service, upon appropriate notice and the expiration of the time period referenced in the applicable legal or tariff provisions relating to the termination